

# Nebrask@ONLINE



301 S. 13th Street, Suite 301, Lincoln, NE 68508-2593

Phone: (402) 471-7810

Outside Lincoln: 1 (800) 747-8177

Fax: (402) 471-7817

Website Address: <http://www.nol.org>

## Water Well Service Agreement

Please read the information included in this Service Agreement carefully. Complete all sections of the Agreement, sign and date below. Detach the front section of the Agreement as shown and return it to Nebrask@ Online, keeping the "Terms of Service Agreement" for your files.

Your well registration fees cover the cost of access to the Water Well Registration Service offered by the Department of Natural Resources through Nebrask@ Online.

If you have any questions, please contact Customer Service at Nebrask@ Online.

I have read and agree to the terms and conditions of Nebrask@ Online Service Agreement.

### CUSTOMER SIGNATURE

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Account Number	_____
Classification	_____
Signature	_____
Date	_____
FOR OFFICE USE ONLY	

# Nebraska@ Online

## Water Well Service Agreement

### Mailing Address

Organization Name \_\_\_\_\_ License Number: \_\_\_\_\_  
 Attention \_\_\_\_\_ Title \_\_\_\_\_  
 Department \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Ext \_\_\_\_\_ FAX \_\_\_\_\_  
 Email \_\_\_\_\_

### Billing Address

Organization Name \_\_\_\_\_  
 Attention \_\_\_\_\_ Title \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/State/Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Ext \_\_\_\_\_ FAX \_\_\_\_\_

### Billing Options

(Please select only 1 option. For further details, please refer to Terms & Conditions)

- ☐ **Credit Card** (check one) VISA / MasterCard / American Express  
 Card Number \_\_\_\_\_ Expiration Date \_\_\_\_\_  
☐ **Direct Debit (ACH)** Bank Name \_\_\_\_\_  
 Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_  
☐ **Monthly Invoice** (to billing address shown above)

### Username Assignments

Users within your organization allowed to use the Organization's Account:

*\* Office Use Only*

First Name / Last Name	Contractor License #	UN *	PW *

Mail/fax this portion back to Nebraska@ Online

# TERMS OF SERVICE AGREEMENT

## Nebrask@ Online Service Agreement

The Customer and Nebrask@ Online wish to contract for the provision of services from Nebrask@ Online to Customer as per the Terms and Conditions below. Nebrask@ Online provides on-line access, from Customer's terminals, to the Water Well Registration Service. Customer wishes to use the services made available by Nebrask@ Online. Nebrask@ Online is a service of the State of Nebraska, through the Nebraska State Records Board.

### Terms and Conditions

1. This agreement sets forth the terms and conditions under which Nebrask@ Online will provide services to Customer.
2. Nebrask@ Online reserves the right to withdraw any service or services without consulting Customer prior to withdrawing such service, and shall have no liability whatsoever to Customer in connection with deletion of any such service.
3. Customer acknowledges that it has read this Agreement and agrees that it is the complete and exclusive Agreement between the parties, superseding all other communications, oral or written. This Agreement may be modified only by written amendment signed by the parties, except as otherwise provided for in this paragraph. Nebrask@ Online shall be entitled to announce, online or in writing, changes to the network, to the services provided, to prices, or other changes, which changes shall constitute modifications to this agreement once announced. In the event Customer issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that the Purchase Order is for Customer's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this Agreement.
4. Conditions of Use
  - a) Hours of Service: Service will be provided on a non-guaranteed basis seven days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by Nebrask@ Online in its sole discretion.
  - b) Customers may access Nebrask@ Online services through its own internet service provider.
  - c) ID/Account Numbers: Nebrask@ Online will issue to the Customer a requested number of ID/account numbers. Customer is responsible for preserving the secrecy of its account numbers and for ensuring that access to services and use of its ID/account numbers are controlled by it and that, in those instances where a purchase order provides time and/or dollar and/or database limitations, use of the system does not exceed those limitations; Nebrask@ Online shall not be responsible for these responsibilities of Customer. Customer is liable for any and all charges for services to its ID/account numbers, whether or not authorized by Customer.
  - d) Copyright and Ownership of Information: Customer agrees to comply with any copyright notices or other limitation on use which are applicable to services, databases, or other information provided through Nebrask@ Online.
  - e) Acceptance of this agreement allows Customer a non-transferable END-USER License in any provided software. The software is licensed, not sold, and is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Customer may copy software on Customer's computer or computers at one location only. Software furnished is dedicated for Customer's use only. Customer may not rent or lease the software or separate component parts to anyone else. Customer may also store or install a copy of the software on a storage device, such as a network server, for customer's use only.
5. Payment
  - a) Invoices for all services rendered will be prepared by Nebrask@ Online and provided by Nebrask@ Online. Rates shall be in accordance with the current Nebrask@ Online rate schedule. Terms of invoice payment shall be net twenty(20) days.
  - b) In addition to the rates contained herein, Customer shall pay Nebrask@ Online for all sales, use, and excise taxes incurred by Nebrask@ Online in providing services to Customer.
  - c) Past due invoices will be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. Customer agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.
6. Limitation of Liability
  - a) The remedies set forth in this Agreement are exclusive and in no event shall Nebrask@ Online, its directors, officers, agents, or employees, be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Such damages shall in any event be limited to the charges paid for the previous month by Customer for the services in connection with which a claim of liability is asserted or imposed. Customer understands and recognizes that the system by which these services are offered to it is may experience problems of various kinds resulting in an inability to provide services.
  - b) Customer agrees that Nebrask@ Online will not be liable for any claim or demand of any nature or kind whether asserted against Nebrask@ Online or against Customer by any third party, arising out of the services or materials provided or use of the same; Customer agrees to indemnify and hold Nebrask@ Online harmless from claims of third parties arising out of the Customer's use of the services or materials provided pursuant to this Agreement.
  - c) Nebrask@ Online shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including problems with or delays caused by its database providers or other providers.

## Terms and Conditions Continued

- d) No action or suit, regardless of form, other than an action for payments due Nebrask@ Online, arising out of the transactions pursuant to this Agreement may be brought by either party more than one year after the cause of the action accrues.
- e) Nebrask@ Online, Nebrask@ Interactive, Inc., Nebraska State, County and local government agencies and universities, professional associations and all other parties who may from time to time provide information for access on Nebrask@ Online shall at no time be liable for any errors in, or omissions from, information available on Nebrask@ Online.

### 7. Warranty

- a) Nebrask@ Online makes no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for any particular purpose. While Nebrask@ Online and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation is made or implied as to such.
- b) Customer warrants that it is aware of, and will comply with, all applicable federal, state, or other laws with regard to, access to, or use of, any and all information, databases, programs, or other products to which access is provided by or through Nebrask@ Online.

### 8. Rate Changes

- a) Rates are as set forth in Service Agreement and are established by the state governing authority of Nebrask@ Online in its sole discretion (unless this Agreement is a fixed term agreement as detailed in Paragraph 8b below). Such rates may change as the governing authority decides.
- b) The parties may enter into a fixed-term agreement setting forth a set rate for a specified term. Any such agreement will be evidenced and detailed in writing.

### 9. Limitations

Under no circumstances may Customer, or any other party acting by or through Customer or using Customer's ID/account numbers, use data received from or through Nebrask@ Online in any way except in full and complete compliance with all applicable laws.

### 10. Tradename/Trademark

Customer agrees that it will not use the trademark "Nebrask@ Online" or the names or means of identifying any of Nebrask@ Online's services in any fashion unless specifically authorized to do so in writing by Nebrask@ Online. Customer agrees not to tamper with, alter, or change in any fashion, any databases or programs made available to Customer by Nebrask@ Online.

### 11. General Conditions

- a) **Waiver:** The waiver, modification, or failure to insist on any of these terms or conditions one or more times by Nebrask@ Online shall not void, waive, or modify any of the other terms or conditions in this Agreement, nor be construed as a waiver or relinquishment of Nebrask@ Online's right to performance of any such term or terms in the future.
- b) **Severability:** If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- c) **Governing Law:** This Agreement shall be governed by and construed according to the laws of the State of Nebraska as such laws are applied to contracts made and to be performed entirely in Nebraska, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Nebraska and in no other jurisdiction.
- d) **Assignment:** This Agreement is not assignable or transferable by Customer and any attempted assignment or transfer by Customer shall be null and void and of no force or effect. Nebrask@ Online may assign this Agreement and/or the payments due to Nebrask@ Online without notice to or requirement for Customer's permission or approval.
- e) **Direct Debit (ACH) Option** shall mean that the Customer's banking institution automatically deducts the billed amount out of Customer's account monthly.
- f) **Visa/Mastercard and American Express Option** shall mean that the billed amount is automatically charged monthly to the Customer's charge card.
- g) **Monthly Invoice/Check Option** shall mean that Nebrask@ Online bills Customer monthly.

### 12. Nebrask@ Online is managed by Nebrask@ Interactive, Inc.

End Of Agreement

Ed. 10/2001